

INVITATION FOR BID

Missouri Department of Corrections
Division of Offender Rehabilitative Services
P.O. Box 236
Jefferson City, MO 65102

IFB SDA411-049 Amendment #003

Transitional Housing Unit
Substance Abuse Programming Services

FOR
Algoa Correctional Center-Jefferson City, Mo
Boonville Correctional Center-Boonville, Mo
Tipton Correctional Center-Tipton, Mo

Contract Period: Contract Award– June 30, 2007

Date of Issue: June 12, 2006
Page 1 of 58

Bids Must be Received No Later Than:

2:00 p.m., June 20, 2006

For information pertaining to the IFB contact:
Donna J. Lynch-Hicks, Program Specialist II
Telephone: (573) 526 – 6590
Fax: (573)522-8407

Services procured by the

Missouri Department of Corrections
Contract Coordination and Management Unit
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

PRE-BID CONFERENCE

A pre-bid conference will be held at 1:00 p.m. on June 9, 2006 at the Missouri Department of Corrections' Training Academy, 1711 Industrial Drive – Room 1A, Jefferson City, Missouri. Attendance is not required to submit a bid; however, all offerors are encouraged to attend since information related to the IFB will be discussed in detail.

Bids must be delivered to the Department of Corrections, Contract Coordination and Management Unit, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its' principals are not suspended or debarred by the federal government.

Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ State Vendor Number: _____

Authorized Signature: _____

Bid Date

Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

This bid is accepted by the Department of Corrections as follows:

Contract No.

Division Director

Date

Director, Dept. of Corrections

Date

Amendment #003 for IFB SDA411-049

Title: Transitional Housing Unit, Substance Abuse Programming Services

Contract Period: Contract Award– June 30, 2007

IFB SDA411-049 is hereby amended as follows:

1. The Bid Closing Date has been changed to 2:00 p.m.(Central Standard Time), June 20, 2006 as a result of Amendment #003
2. The following sections are hereby revised as a result of Amendment #003.

2.1.4	2.4.9.1
2.1.8	2.7.2
2.1.10	2.7.4
2.1.15	2.7.5
2.4.4	2.8.4 c
2.4.5 b	Attachment #2
2.4.7	
3. The following sections are hereby added as a result of Amendment #003.
Attachment #4

INVITATION FOR BID

Missouri Department of Corrections
Division of Offender Rehabilitative Services
P.O. Box 236
Jefferson City, MO 65102

IFB SDA411-049 Amendment #002

Transitional Housing Unit
Substance Abuse Programming Services

FOR
Algoa Correctional Center-Jefferson City, Mo
Boonville Correctional Center-Boonville, Mo
Tipton Correctional Center-Tipton, Mo

Contract Period: Contract Award– June 30, 2007

Date of Issue: June 6, 2006
Page 1 of 54

Bids Must be Received No Later Than:

2:00 p.m., June 16, 2006

For information pertaining to the IFB contact:
Donna J. Lynch-Hicks, Program Specialist II
Telephone: (573) 526 – 6590
Fax: (573)522-8407

Services procured by the

Missouri Department of Corrections
Contract Coordination and Management Unit
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

PRE-BID CONFERENCE

A pre-bid conference will be held at 1:00 p.m. on June 9, 2006 at the Missouri Department of Corrections' Training Academy, 1711 Industrial Drive – Room 1A, Jefferson City, Missouri. Attendance is not required to submit a bid; however, all offerors are encouraged to attend since information related to the IFB will be discussed in detail.

Bids must be delivered to the Department of Corrections, Contract Coordination and Management Unit, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its' principals are not suspended or debarred by the federal government.

Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ State Vendor Number: _____

Authorized Signature: _____

Bid Date

Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

This bid is accepted by the Department of Corrections as follows:

Contract No.

Division Director

Date

Director, Dept. of Corrections

Date

Amendment #002 for IFB SDA411-049

Title: Transitional Housing Unit, Substance Abuse Programming Services
Contract Period: Contract Award– June 30, 2007

IFB SDA411-049 is hereby amended as follows:

1. The **location** of the Pre-Bid Conference has been changed. The pre-bid conference will be held at 1:00 p.m. on June 9, 2006 at the Missouri Department of Corrections' **Training Academy, 1711 Industrial Drive – Room 1A, Jefferson City, Missouri**

Thus, the following sections are hereby revised as a result of Amendment #002.

- Cover Page – Amendment 001
- Cover Page – Original Document
- 1.2.1

INVITATION FOR BID

Missouri Department of Corrections
Division of Offender Rehabilitative Services
P.O. Box 236
Jefferson City, MO 65102

IFB SDA411-049 Amendment #001

Transitional Housing Unit
Substance Abuse Programming Services

FOR
Algoa Correctional Center-Jefferson City, Mo
Boonville Correctional Center-Boonville, Mo
Tipton Correctional Center-Tipton, Mo

Contract Period: Contract Award– June 30, 2007

Date of Issue: June 5, 2006
Page 1 of 52

Bids Must be Received No Later Than:

2:00 p.m., June 16, 2006

For information pertaining to the IFB contact:
Donna J. Lynch-Hicks, Program Specialist II
Telephone: (573) 526 – 6590
Fax: (573)522-8407

Services procured by the

Missouri Department of Corrections
Contract Coordination and Management Unit
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

AMENDMENT #002 REVISED Cover Page – Pre-Bid Conference Location

PRE-BID CONFERENCE

A pre-bid conference will be held at 1:00 p.m. on June 9, 2006 at the Missouri Department of Corrections' Training Academy, 1711 Industrial Drive – Room 1A, Jefferson City, Missouri. Attendance is not required to submit a bid; however, all offerors are encouraged to attend since information related to the IFB will be discussed in detail.

Bids must be delivered to the Department of Corrections, Contract Coordination and Management Unit, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its' principals are not suspended or debarred by the federal government.

Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ State Vendor Number: _____

Authorized Signature: _____

Bid Date _____

Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

This bid is accepted by the Department of Corrections as follows:

Contract No. _____

Division Director

Date

Director, Dept. of Corrections

Date

Amendment #001 for IFB SDA411-049

Title: Transitional Housing Unit, Substance Abuse Programming Services

Contract Period: Contract Award– June 30, 2007

IFB SDA411-049 is hereby amended as follows:

1. The following sections are hereby revised as a result of Amendment #001.

2.1.4	2.6.1.2 a.
2.1.19	2.7.4
2.4.4	4.9.3
2.4.7	5. Price Page
2.4.9	

2. The following sections are hereby added as a result of Amendment #001.

2.7.5

3. The following sections are hereby deleted in their entirety as a result of Amendment #001.

2.4.5 c.	2.4.11
2.4.8 f.	

INVITATION FOR BID

Missouri Department of Corrections
Division of Offender Rehabilitative Services
P.O. Box 236
Jefferson City, MO 65102

IFB SDA411-049

Transitional Housing Unit Substance Abuse Programming Services

FOR
Algoa Correctional Center-Jefferson City, Mo
Boonville Correctional Center-Boonville, Mo
Tipton Correctional Center-Tipton, Mo

Contract Period: Contract Award– June 30, 2007

Date of Issue: May 23, 2006
Page 1 of 49

Bids Must be Received No Later Than:

2:00 p.m., June 16, 2006

For information pertaining to the IFB contact:
Donna J. Lynch-Hicks, Program Specialist II
Telephone: (573) 526 – 6590
Fax: (573)522-8407

Services procured by the

Missouri Department of Corrections
Contract Coordination and Management Unit
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

AMENDMENT #002 REVISED Cover Page – Pre-Bid Conference Location

PRE-BID CONFERENCE

A pre-bid conference will be held at 1:00 p.m. on June 9, 2006 at the Missouri Department of Corrections' Training Academy, 1711 Industrial Drive – Room 1A, Jefferson City, Missouri. Attendance is not required to submit a bid; however, all offerors are encouraged to attend since information related to the IFB will be discussed in detail.

Bids must be delivered to the Department of Corrections, Contract Coordination and Management Unit, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its' principals are not suspended or debarred by the federal government.

Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ State Vendor Number: _____

Authorized Signature: _____

Bid Date

Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

This bid is accepted by the Department of Corrections as follows:

Contract No.

Division Director

Date

Director, Dept. of Corrections

Date

PART ONE

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

1.1.1 This document constitutes a request for competitive, sealed, bids from qualified individuals and organizations to provide appropriately credentialed substance abuse counselors to be located within the Department of Corrections Transitional Housing Units.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB) has been divided into the following parts for the convenience of the offeror:

Introduction and General Information

Contractual Requirements

Offeror Requirements for MBE and WBE Participation

Bid Submission Information

Pricing Page (s)

Exhibits

Attachments

1.2 Pre-Bid Conference:

AMENDMENT #002 REVISED 1.2.1

1.2.1 A pre-bid conference regarding this Invitation for bid will be held on June 9, 2006 at 1:00 p.m. in the Missouri Department of Corrections' Training Academy – Room 1A, 1711 Industrial Drive, Jefferson City, Missouri.

1.2.2 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the IFB. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to the IFB will be discussed in detail. Offerors should bring a copy of the IFB since it will be used as the agenda for the pre-bid conference.

a. Offerors are encouraged to submit questions regarding specifications, requirements, etc., prior to the pre-bid conference. Questions must be directed to the Contract Coordination and Management Unit via facsimile 573-522-8407 or via e-mail to Donna.Hicks@doc.mo.gov.

b. Any questions after the pre-bid conference must be submitted in writing to the Contract Coordination and Management Unit and should be received at least 10 days prior to the official bid closing date. Offerors are advised that any questions received less than ten calendar days prior to the IFB closing date may not be answered.

1.2.3 Offerors are strongly encouraged to advise the Contract Coordination and Management Unit within five (5) working days of the scheduled pre-bid conference of any special accommodations needed by the offeror to participate in the conference so that these arrangements may be made.

- 1.2.4 Offerors and their agents (including subcontractors, employees, consultants or anyone else acting on their behalf) must direct all questions or comments regarding the IFB, the evaluation, etc. to the Contract Coordination and Management Unit of the Missouri Department of Corrections. Offerors and their agents may not contact or discuss the IFB with any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the Contract Coordination and Management Unit.

1.3 Background Information:

- 1.3.1 The Office of Administration has issued a delegation of authority to the Department of Corrections which permits the Department to administer the development, issuance, evaluation and award of contracts for substance abuse treatment services for offenders under the supervision of the Department of Corrections.

- 1.3.2 Substance abusing offenders are a serious problem in Missouri and the United States. Substance abusing criminals commit great numbers of crimes. There are approximately 30,100 offenders in Missouri's prisons. Substance abuse related convictions comprise forty percent of new admissions. Substance abuse screening conducted by the department reveals that eighty percent of the offender's tested indicated some level of substance abuse problems at one point or another in their life and 39% of the offender population was under the influence of drugs or alcohol at the time of the current offense.

- 1.3.3 The Department of Corrections has accepted the challenge of providing professional substance abuse treatment within correctional facilities. The Department has established in-house treatment services based on the needs of the offender population. Approximately 2,400 institutional substance abuse treatment beds have been designated in eight separate facilities and numerous programs, providing short and long-term treatment. Substance abuse intervention programs exist in several additional facilities, providing assessment, education, as well as, selected support groups. Substance abuse screening, classification and assessment are provided at four diagnostic reception correctional centers.

- 1.3.4 The Missouri Department of Corrections is engaged in a national movement emphasizing efforts to increase the success of offenders who are transitioning from prisons to the community. Offenders at low and medium custody correctional centers who are anticipated to be eligible for release in six months are placed in Transitional Housing Units on a space available basis.

- 1.3.5 The Department of Corrections (DOC) currently operates Transitional Housing Unit's (THU's) at the following locations:

1. Alcoa Correctional Center (Jefferson City)
2. Boonville Correctional Center
3. Women's Eastern Reception Diagnostic and Correctional Center (Vandalia)
4. Western Reception Diagnostic and Correctional Center (St. Joseph)
5. Missouri Eastern Correctional Center (Pacific)

In 2006, the department will open six new THUs at the following correctional institutions:

1. Maryville Treatment Center
2. Western Missouri Correctional Center (Cameron)
3. Chillicothe Correctional Center
4. Moberly Correctional Center
5. Farmington Correctional Center
6. Tipton Correctional Center

- 1.3.6 Offenders in the Transitional Housing Unit have a Transition Accountability Plan (TAP) that identify the offender's strengths and weaknesses relative to risk factors and skill areas that impact re-entry success potential. The plan is developed to address needs, increase knowledge, and build skills in order to increase readiness for release, and cope with such challenges as acquiring employment, setting up support services, obtaining safe housing and reuniting with family. Due to the predominance of substance abuse problems for many offenders, substance abuse services are often part of the Transition Accountability Plan. In order to assist in addressing Substance Abuse Issues the Department of Corrections is seeking to place substance abuse counselors at three of the new THUs.

PART TWO

SCOPE OF WORK

2.1 General Operational Requirements

- 2.1.1 The contractor shall provide substance abuse services in accordance with the provisions and requirements set forth by the Missouri Department of Corrections, Division of Offender Rehabilitative Services (hereafter referred to as the Department).
- 2.1.2 The contractor shall provide services, as specified herein, at the following locations.
- a. Algoa Correctional Center -Jefferson City, Missouri (Central Region)
 - b. Boonville Correctional Center -Boonville, Missouri (Central Region)
 - c. Tipton Correctional Center -Tipton, Missouri (Central Region)
- 2.1.3 It is expected that in order to provide services at the anticipated level of need, the contractor should provide a minimum of two full-time equivalent counselors for each of the above locations. In addition, the contractor must provide one full-time equivalent supervisor to oversee, coordinate, and manage services at all three sites.

AMENDMENT #003	Revised 2.1.4
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- 2.1.4 The Department makes no guarantee as to the minimum or maximum number of participants on any given day throughout the contract. The contractor should anticipate the possible turnover of population in the housing units at least two (2) times annually. However, the following is the transitional housing unit capacity at each site:
- Algoa Correctional Center - (218) offenders.
- Boonville Correctional Center - (200) offenders.
- Tipton Correctional Center - (200) offenders
- 2.1.5 The contractor must begin providing all services within the startup time period specified in their bid, unless otherwise approved and amended by the department.
- 2.1.6 In the event that the contractor is unable to begin providing services by the startup time period specified on the Price Page, the contractor may request an extension of time. The contractor must submit the extension request to the Department at least thirty (30) days prior to the startup date, determined by examining the number of lapse days from the date of contract award. Approval or rejection of the request shall be at the sole discretion of the Department.
- 2.1.7 The contractor shall assume all costs for providing services, except as specified herein.

AMENDMENT #003	Revised 2.1.8
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- 2.1.8 The contractor shall provide a free-standing PC for administration of assessments. Any and all computer equipment must meet specifications required by the department. Attachment #4, included herein, is the specification for the

Department's computer system. The contractor is advised this is for reference purposes only and are not required to purchase from any specific vendor or manufacturer.

- 2.1.9 The Department shall not provide modems and fax equipment utilized directly by the contractor. Accordingly, if the contractor requires private lines into a correctional facility, the contractor must provide substantial justification in addition to payment for installation and line maintenance. Approval or rejection of the request shall be at the sole discretion of the department.

AMENDMENT #003	Revised 2.1.10
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- 2.1.10 The Department shall assume responsibility for the upkeep, maintenance, and repair of the correctional facility, providing office and classroom space and utilities as would be required for provision of contract services. The Department may provide office space for the contractor's supervisor at the Tipton Correctional Center, with the approval of Superintendent.
- 2.1.11 The department shall have the right, at any time, to review and approve all written communications and materials developed and used by the contractor to communicate with offenders. Accordingly, the contractor shall coordinate and submit for approval all materials and curriculum development information to the designated department representative.
- 2.1.12 The department shall provide and make available all labor, equipment, supplies, and other materials as may be necessary for the upkeep and sanitation of the department facility.
- a. The department shall make available, and supervise, offenders in the performance of general maintenance and housekeeping.
- 2.1.13 The department shall provide and be entirely responsible for the security of the contractor's staff while in the department facility. The level of security provided shall be consistent and according to the same standards of security afforded to department personnel.
- a. The department shall provide security and security procedures to protect the contractor's equipment as well as department equipment. The contractor shall ensure that the contractor's staff adheres to all policies and procedures regarding security, custody, and control of offenders.
- 2.1.14 If deemed necessary, the department shall provide the contractor with access to the department's database on a need to know basis.
- a. Access shall only be provided on a need to know basis. Approval for access shall be obtained through the Institutional Superintendent and shall be limited to contractor staff that have been approved access by the Director of Information Systems.

AMENDMENT #003	Revised 2.1.15
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- 2.1.15 The contractor shall cooperate with the Department regarding orientation and training efforts as mutually agreed upon by the contractor and the Department, and/or as may be required herein. The contractor understands and agrees that all expenses incurred on behalf of their staff, including but not necessarily limited to salaries, meals, mileage, and lodging, shall be their own responsibility for payment. The contractor shall not be obligated nor allowed to pay any expenses incurred by

the Department in such instances. In general, orientation and training shall include the following:

- a. The contractor shall require all program staff that provide services within the institution for 30 or more hours per week to comply with the following training requirements:
 - Completion of the Department of Corrections four (4) week Basic Training prior to initiation of services
 - Forty (40) hours of professional development training annually, which shall include twenty-four (24) hours of the Department of Corrections core curriculum training
- b. The contractor shall also require all program staff to complete the host institution orientation prior to initiation of services within the institution.
- c. Backup or substitute personnel shall meet the 4-Week Basic Training requirements, if they will be providing services in the institution.
- d. The contractor shall agree to participate in additional training as deemed necessary by the Department to ensure successful compliance with the contract. That training would include but not be limited to, training required for effective participation with Transitional Housing Units and Transition Accountability teams and other trainings related to facilitating successful offender transition from prison to communities.
- e. The contractor shall provide and attend cross-training to assist the effective collaboration of department and contracted staff providing support and services to offenders in the Transitional Housing Units at a site mutually agreed upon by the contractor and the department.
- f. Participation in and attendance at training shall be reflected in staff training records.

2.1.16 The contractor shall understand and agree that the single source of referral for all program participants shall be the department. Therefore, it is understood and agreed to that:

- a. The contractor shall accept all referrals made by the department.
- b. The contractor shall understand and agree that the department alone retains the right to terminate any participant it deems necessary in order to maintain program integrity, continuity of treatment, and/or a safe and secure environment.
- c. The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the designated department staff and the Division of Offender Rehabilitative Services (DORS) as the final judge of the quality of the contractor's performance under the contract.

2.1.17 The contractor agrees that disputes arising from conflicts with departmental policy and clinical practice or other service provision shall be resolved by the Area Substance Abuse Treatment Coordinator (ASATC)/Assistant Division Director, Division of Offender Rehabilitative Services (DORS), Substance Abuse Services, in consultation with the Institutional Superintendent, and the contractor. In addition, it is understood and agreed that:

- a. The contractor shall establish a service environment consistent with department practices and principles of the Missouri Re-entry Process (Attachment #1) and with the goals and objectives of the correctional facility Transitional Housing Units (Attachment #2- #3).
- b. The contractor shall collaborate with Department staff to develop incentives for offenders who actively participate in and comply with requirements of substance abuse services as outlined in the offenders' transition accountability plans.
- c. The contractor shall invite the Superintendent, ASATC and the Probation and Parole District Administrator to all management meetings pertaining to the contract.

2.1.18 Any programming provided by the contractor shall be accessible to persons of all faiths and to persons of no faith who are atheist, agnostic or undecided. The programming shall include presentation of reasonable alternatives wherever the program incorporates ideations of "God or a higher power".

AMENDMENT #001	Revised 2.1.19
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2.1.19 In addition to services provided for offenders residing in the THU's, the contractor shall provide, on request, assessments for offenders whose hearings with the Probation & Parole Board require the completion of an assessment. In those instances, the counselor shall complete an ASI and an Initial Classification Analysis-Substance Abuse. The procedure to direct this referral process will be developed by Assistant Division Director of DORS, Substance Abuse Services/designee, and designated Probation & Parole staff in consultation with the site superintendent and the contractor.

2.2 Service Guidelines

2.2.1 The contractor is not required to obtain site program certification for the services provided within this contract. However, the contractor shall provide services in a manner consistent with the Core Rules and Standards for certified substance abuse programs in the state of Missouri relative to staff credentials, training, skills and appropriate practices for service provision.

2.2.2 The contractor shall comply with and continuously meet the certification requirements set forth by the Missouri Department of Mental Health, Division of Alcohol and Drug Abuse as may be applicable. (See Certification Standards for Alcohol and Drug Abuse Programs September 9, 2003 9CSR 10 Chapter 7 Core Rules for Psychiatric and Substance Abuse Programs.) The standards can be viewed and downloaded from the following website:

<http://sos.mo.gov/adrules/csr/current/9csr/9c10-7.pdf>

2.3 Personnel Requirements

2.3.1 The contractor shall comply with the following personnel requirements:

- a. The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, department rules, regulations, guidelines, internal management policy and procedures, and general orders of the department that are

applicable, current, or hereafter adopted, regarding operations and activities in and about all department property. Listed below is a synopsis of department policies that may have impact on the contractor's hiring of staff. This list is not meant to limit applicability of policies, but to provide a guideline to the contractor.

- D1-8.1 Criminal Investigation Unit Responsibilities
- D1-8.2 Truth Verification Exam
- D2-2.2 Background Investigations
- D2-7.8 Tuberculosis Testing for Staff
- D2-11.3 Nepotism and Fraternization
- D2-11.9 Tobacco Use Limitations
- D2-11.10 Employee Conduct
- D2-11.11 Employee Drug Testing
- D2-11.12 Employee Breath Alcohol Testing
- D2-11.13 Employee Searches

- b. All contractor and subcontractor employees assigned to provide services under the requirements of the contract must submit to and pass a background check conducted by the department or its designee in order to be eligible to provide services in any facility. Such background check shall be equivalent to investigations required of all personnel employed by the department.
- c. Neither the contractor, the contractor's designee, nor any employee of the contractor providing services pursuant to the contract or assigned to the contract, shall be or have been within the past two years under the supervision of any federal, state, county, and/or city correctional department.
- d. The contractor shall comply with applicable state licensure/certification regulations and requirements regarding performance of services pursuant to all applicable Revised Missouri Statutes which address the provisions of professional services in the State of Missouri. Any and all licensure and/or certification held by the contractor's personnel must be current.
- e. The contractor shall be responsible for the "licensing/certification supervision" of members of the contractor's staff that, because of a professional standard or statutory regulation, require the supervision of a Missouri Licensed Professional. The contractor shall only provide individuals requiring such supervision with the department's prior approval.
- f. The contractor shall provide the department with current information including curriculum vita and evidence of licensure and/or certification of any member of the contractor's proposed staff. The ASATC in consultation with the Assistant Division Director, DORS, Substance Abuse Services must review and approve the contractor's proposed staff prior to the assignment of the person for delivery of contract services.
- g. The contractor shall establish a goal for the employment of a diversified staff, which reflects the ethnicity, and cultural diversity of the target population. The goal and plan to meet this objective must be included in the contractor's policy and procedure manual.
- h. The contractor shall agree and understand that the department's award of the contract is predicated, in part, on the utilization of the specific individual(s)

and/or personnel qualifications as identified and/or described in the contractor's bid. Therefore, the contractor agrees that no addition to or substitution of such specific individual(s) and/or personnel qualification(s) may be made without the prior written approval of the department. The contractor further agrees that any substitution made pursuant to this paragraph shall be equal or better than that originally proposed, and that the department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The department agrees that an approval of an addition or substitution will not be unreasonably withheld. In such instances, an amendment may be required.

1. For the purposes of the contract, an FTE (Full Time Equivalent) shall be defined as a contractor position working 2080 hours annually, with all salary, benefits, and compensation paid for by the contractor.
 2. The contractor shall include the names and qualification of all individuals assigned to the contract or providing any services under the requirements of the contract.
 3. The contractor shall notify the ASATC of any staff, performing under the terms of the contract, which are terminated for disciplinary reasons within 48 hours of the termination.
- i. If the department is dissatisfied with any member of the contractor's staff, the contractor must resolve the problem to the department's sole satisfaction. If circumstances exist which prevent resolution to the satisfaction of the department, the contractor shall replace the staff with a staff member meeting the department's approval.
 - j. The contractor shall not bind any members of the contractor's staff to an agreement which would inhibit, impede, prohibit, restrain, or in any manner restrict the members of the contractor's staff in or from accepting employment with other providers similarly situated.
 - k. The contractor and the contractor's staff shall assist the department in enforcing offender rules by reporting violations to the department or its designee. Furthermore, the contractor shall not obstruct the department nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment.
 - l. The contractor shall be responsible for supervising its employees. The unique nature of working within the department, including safety and security issues, requires the department to carefully monitor the contractor's employees when they are working at a department facility. Any concerns a department employee has regarding a contract employee, their job performance, or the conditions of their employment shall be reported through the chain of command to the chief administrative officer/designee of the department in order that proper communications can occur with the contractor.
1. The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's staff. The contractor must provide a means, and orient the staff members to such means, of resolving complaints or problems regarding the staff members' work at a department facility. Because of the unique nature

of the work, close cooperation between the contractor's staff and department employees will be required. However, the contractor is responsible to see that contractor's staff work the correct hours, receive correct pay, have the tools they need to do their work, receive additional job training as needed, and have adequate supervision. Adequate supervision includes access to supervisory personnel for staff problems including but not limited to complaints about working conditions, harassment, discrimination, or any other matters. The contractor shall provide written communications to the department regarding any action requested of the department based on complaint from a member of the contractor's staff.

2. The contractor shall be responsible for submitting a Personnel Control Listing (Exhibit H) to the Superintendent, the ASATC and the Assistant Division Director, DORS, Substance Abuse Services on a monthly basis. The monthly Personnel control listing shall include date of hire, the educational degrees, and credentials and salaries of each employee, along with the hours assigned to the contract monthly. The Personnel Control Listing shall indicate all employees assigned to provide services required of the contract.
- m. The counselors shall be responsible for designing and delivering substance abuse services in cooperation with the designated Superintendent, Re-Entry Program Staff, and Assistant Division Director, DORS, Substance Abuse Services/designee. The counselor positions shall be a vital part of the re-entry process and shall require the development of effective partnerships with Department staff and designated state and community agencies.
 - 1) At least 50% of the counselors at each site must be registered or certified substance abuse or criminal justice addictions counselors or a licensed mental health professional with direct experience in providing substance abuse assessments, and treatment services. The other 50% of positions at each site may be filled by counselor trainees who have training plans requiring them to pursue appropriate credentials within a reasonable time frame.
 - 2) Counselors and supervisors with experience working with criminal justice clients are preferred.
- n. The supervisor must be appropriately credentialed as identified by the Missouri Substance Abuse Counselor Certification Board.

2.4 TRANSITIONAL HOUSING UNIT SERVICES

- 2.4.1 Each institution included herein will provide a transitional housing unit (THU) which will offer an array of programs and services. These services shall include services provided by Department staff as well as contracted substance abuse assessment and case management services. The substance abuse counselors must be trained to perform substance abuse assessments, substance abuse and criminality relapse services and education classes, and group counseling. The counselor shall serve on case management teams and assist with referrals to community services.
- 2.4.2 The substance abuse counselors assigned to the transitional housing unit shall work as part of a team of staff at the institution. Responsibilities of the contractor's staff shall include but not be limited to:

- Conducting Intake Interviews with offenders
- Conducting substance abuse assessments as requested by the department
- Providing substance abuse program services specified within the contract
- Providing documentation for services
- Actively participating in Transitional Housing Unit Teams and TAP teams for designated offenders
- Providing specified case management services such as establishing referral appointments and completing and forwarding related documentation.
- Providing groups as indicated herein

2.4.3 The contractor shall have the ability to provide all services indicated herein. Due to the individual needs of offenders, all offenders may not require services. The offender's program services and referrals shall be based on individualized TAPs and program plans.

AMENDMENT #003	Revised 2.4.4
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2.4.4 The substance abuse counselor shall conduct an Intake Interview on offenders referred by department staff to determine which service(s) are needed. This may or may not be in conjunction with an assessment. The contractor's Intake design shall be approved by the Area Substance Abuse Treatment Coordinator prior to implementation.

2.4.5 Assessment- The contractor shall administer the department-approved assessment instrument to offenders referred according to the site Standard Operating Procedure. The Addiction Severity Index (ASI) is a semi-structured interview designed to address seven potential problem areas in substance abusing offenders: medical status, employment and support, drug use, alcohol use, legal status, family/social status and psychiatric status. The ASI facilitates gathering information on recent (past 30 days) and lifetime problems in all of the problem areas. ASI provides an overview of problems rather than focusing on any single area.

- a. The substance abuse needs information from the department and the ASI shall be incorporated into an assessment summary.

AMENDMENT #003	Revised 2.4.5 b
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- b. A copy of the contractor's assessment must be provided to the Department's staff for placement in the Probation and Parole section of the offender's classification file.

AMENDMENT #001	Deleted 2.4.5 c. in its entirety
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2.4.6 Program planning and interventions shall reflect goals, objectives, and specific interventions utilizing both motivation enhancement and cognitive-behavioral therapeutic concepts, to address recovery from substance abuse, criminality and any additional assessed mental health disorders. Other special needs necessitating adaptations of the intervention process and interventions shall also be referenced in the program plan.

2.4.6.1 The contractor shall complete an Individualized Program Plan within ten (10) days of referral for Intake Interview for each offender who will receive program services.

AMENDMENT #003	Revised 2.4.7
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2.4.7 The contractor shall provide group counseling services. Group counseling, is defined

as a face-to-face, goal oriented therapeutic interaction between a qualified professional or trainee under the supervision of the contractor, and two or more offenders. Group counseling is designed to promote an offender's self-understanding, self-esteem, insight into the addictive process, motivation enhancement, and resolution of personal problems with the guidance of a program plan, through personal disclosure and with interaction among group members. When group counseling is determined to be needed the following shall occur:

- 1) A minimum of two hours per week of group counseling should be provided,
- 2) Group shall not exceed an average of 12 participants,
- 3) Groups shall be open enrollment until reaching the maximum size,
- 4) Shall be a minimum of four (4) weeks to a maximum of ten (10) weeks,
- 5) An increase in the maximum of group counseling sessions requires the approval of the Area Substance Abuse Treatment Coordinator.
- 6) The length of involvement in group counseling sessions may be adjusted with the approval of the TAP team.

2.4.8 The contractor shall also provide Re-entry Substance Abuse and Criminality Prevention Services (RSACPS). These Re-entry services shall be delivered in psycho-educational groups utilizing a standardized curriculum that addresses recovery and relapse issues for substance abuse and criminality. Groups sessions must be designed to integrate the provision of information with engaging and interactive program activities to assist the offenders to develop skills that shall assist recovery and relapse prevention. The curriculum design and implementation should include opportunities for creative expression in identifying and addressing problem areas and concerns.

- a. Maximum group size must be twenty offenders per group session. Minimum group size shall be seven.
- b. Offender participants in these services must receive a minimum of three hours per week.
- c. Services must be available on week day evenings for offenders on work release.
- d. Program completion shall be based on a minimum of participation in 80 percent of all services for 10 weeks.
- e. Completion shall also require the completion of and approval of a Relapse Prevention Plan for Substance Abuse and Criminality. If appropriate to the offender's incarceration time, the plan must include steps for both prison time and community transition.

AMENDMENT #001 Deleted 2.4.8 f. in its entirety
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2.4.8.1 Re-entry Substance Abuse and Criminality Prevention Services shall include, but not be limited to the following curriculum areas:

- a. Stage of Change Approach to Recovery
- b. Disease Concept of Chemical Dependency
- c. Interaction of Substance Abuse and Criminal Behavior
- d. Definitions of Abuse, Dependence, Addiction, Relapse, Recovery
- e. Self-Assessment for Offender
- f. Relapse Prevention for Substance Abuse and Criminality
- g. Components of a Relapse Prevention for Substance Abuse
- h. Components of a Relapse Prevention for Criminality
- i. Warning Signs
- j. Relapse Triggers
- k. Motivation for Change and Motivation Enhancement

- l. Orientation to Twelve-Step and Other Self-Help Programs
- m. Recreational/Leisure Skills Development
- n. Sponsors and Other Life Lines
- o. Criminal Thinking
- p. Brain Chemistry and Addiction
- q. Spirituality
- r. Specific Stress Management Techniques
- s. Managing Emotions
- t. Role of Structure in Recovery
- u. Domestic/Family Violence
- v. HIV & Hepatitis C Prevention

2.4.8.2 The contractor agrees and understands that they must work in concert with the Transitional Housing Unit Team to establish recovery support groups in the Transitional Housing Unit. The contractor is not required to facilitate the groups, however, must provide resource information and technical assistance as needed, to support the involvement of the department staff or appropriate Volunteers in Corrections to provide appropriate 12 step and other appropriate support groups in the Transitional Housing Unit.

- a. In order to maintain appropriate safety and security, all curricula shall be approved by the ASATC and designated superintendent prior to implementation.
- b. The contractor, in consultation with the ASATC and the superintendent/designee shall provide cross-training to classification, Probation and Parole and custody staff to orient the department staff on new services and identify and address staff concerns.

AMENDMENT #001 Revised 2.4.9

2.4.9 The contractor shall provide Substance Abuse Related Case Management Activities for offenders in the Transitional Housing Unit who are identified by the team to receive services listed in 2.4.2 of the contract.

AMENDMENT #003 Revised 2.4.9.1

2.4.9.1 The following services are designated as desired case management services:

- a. Transitional Housing Unit team meetings to staff the needs and services of a particular offender.
- b. Transition Accountability Plan development or revision activities that entail participation of the department or other state agency or contracted staff such as mental health, educational, vocational, social services and the offender.
- c. Contacts with community providers and community ancillary services to establish referrals for community aftercare or other substance abuse support services.

2.4.10 The contractor shall provide evening programming for all services provided, as required by the individual institution.

AMENDMENT #001 Deleted 2.4.11 in its entirety

2.5 Records/Documentation of Services Provided

- 2.5.1 The contractor shall ensure that the program record contains the following documentation:
- a. Initial screening and assessment interview
 - b. Summary of relevant screening and assessments
 - c. Service contract, offender orientation to program services and rules, confidentiality statement, and offender's rights to grievance procedures
 - d. Requests, receipt, or release of information signed by offender
 - e. Initial Individualized Program Plan
 - f. Updated program plan(s)
 - g. Progress notes for each individual contact and a weekly progress summary
 - h. Individualized Relapse Plan for substance abuse and criminality developed by offender & approved by staff
 - i. Continuing Care Plan, including relapse prevention plan for substance abuse and criminality.
 - j. Discharge Summary
- 2.5.2 If an assessment is provided by the contractor the documentation of the assessment must include, but is not limited to:
- a. Demographic and identifying information
 - b. Statement of needs, goals, and program expectations from the offender
 - c. Presenting problem/situation and referral source
 - d. A brief summary of health/medical history, if available
 - e. Current medications and identification of any medication allergies and adverse reactions
 - f. Alcohol and drug use for the thirty (30) days prior to incarceration and a substance abuse history that includes type of drug, patterns of use, duration and consequences of use
 - g. Any current psychiatric symptoms
 - h. Family, social, vocational, educational, legal, and recreational/leisure status and functioning. The collection and assessment of historical data is required in addition to the current status
 - i. Personal and social resources and strengths, including the availability and use of family, social, peer, and other natural support systems
 - j. The offenders assessed stage of motivation to change for both substance abuse and criminality.
 - k. Diagnostic impression for Axis I disorder, and Axis II if applicable
- 2.5.3 If services are required for an offender, his Individualized Program Plan shall include the following information:
- a. Measurable goals and outcomes
 - b. Service supports and actions to accomplish each goal/outcome including services and supports and the staff member responsible as well as action steps of the offender and other supports
 - c. Involvement of family and other supports when indicated
 - d. Objectives for achieving stated goals
 - e. Appropriate interventions for the objective
 - f. Target dates and achievement dates for goals and objectives
 - g. Program plan and any updated program plans;
 - h. Estimated discharge/completion date
- 2.6 Interpretive Services** needed due to an offender's physical impairment or

language barriers shall be the financial responsibility of the department.

- 2.6.1 If an offender is in need of interpreting services, the contractor must provide, on an as needed basis, an interpreter to provide these services.
- 2.6.1.1 The contractor shall coordinate all such services with the Department and must receive approval for each interpreter the contractor plans to utilize, prior to interpreter providing services.
- 2.6.1.2 If such interpretive services are needed, the contractor shall be reimbursed for the invoiced cost of the interpreter.

AMENDMENT #001	Revised 2.6.1.2 a.
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- a. The contractor shall agree that costs for interpreting services shall NOT be a part of the per diem rate.

2.7 Invoice Requirements

- 2.7.1 Immediately upon award of the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

AMENDMENT #003	Revised 2.7.2
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- 2.7.2 On or before the tenth day of each month, the contractor shall submit a separate itemized invoice for each institution to the department at the address listed below for services provided during the previous month. Along with the invoice, the contractor must submit all reports and other documentation required for the month.

Division of Offender Rehabilitative Services
Department of Corrections
Attention DORS, Business Manager
PO Box 236
Jefferson City, Missouri 65102

The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the department's payment to the invoice submitted.

The invoice must indicate the contract number and shall have attached a list of offender names, number and average hours of service per week for each individual.

The contractor must include monthly activity reports with the invoice. The format for the monthly activity report shall be provided to the contractor at the time of contract implementation. Department staff and the contractor may jointly complete the report which may include but will not necessarily be limited to:

- Number of offenders receiving services per month

- Average number of sessions per month for offenders served for case management services
- Group counseling
- Number of agencies contacted to secure a continuing care appointment in community
- Percentage of offenders completing their program plan

2.7.3 The Department reserves the right to audit all invoices and to reject any invoice for good cause.

The Department reserves the right to make invoice corrections and/or changes with an appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to Generally Accepted Accounting Practices is evidenced.

The Department reserves the right to recover any overpayments to the contractor. Overpayments shall be deducted from an invoice due to the contractor or reimbursed by the contractor as direct payment to the department at the sole discretion of the department.

AMENDMENT #003	Revised 2.7.4
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2.7.4 Upon receipt of all required documentation and reports and upon approval of the services provided and the invoice, the contractor shall be paid the firm, fixed per diem, per offender price stated on the Pricing Page for each work day of the invoiced month based upon the monthly average of the daily head counts, as determined by the department.

For the purpose of this contract, workdays shall be Monday through Friday, excluding state holidays. The contractor shall not be reimbursed for state holidays, which may be viewed at <http://www.missouri.gov/mo/moholidays.htm>.

- a. In any instance when an additional source of funding is available to the contractor, through public and/or private sources, that is intended to offset a portion of service costs, the total obligation due the contractor shall be reduced by the amount of the funding received.
- b. If interpretive services are provided for an offender, the contractor shall submit a copy of the invoice to the Department on a monthly basis, indicating the amount of interpretive service provided, by offender number, and date of service.
- c. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

AMENDMENT #003	Added 2.7.5
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2.7.5 On a daily basis, the department shall conduct a head count of the population at the Transitional Housing Unit. Each day, the department shall provide a report to the contractor of the head count. The contractor shall agree that the department's determination of the head count in each Transitional Housing Unit shall be final and without recourse.

2.8 Meetings and Other Requirements

2.8.1 Meeting Requirements

- a. The contractor shall meet with the Department on an as needed basis after the contractor has fully implemented services. If acceptable to the Department, such meetings may be conducted via telephone call.
 - b. At the request of the Department, the contractor's managers and associated administrative personnel shall attend periodic Department staff meetings. These meetings may be held regionally or in Jefferson City, depending on the nature of the agenda. Expenses incurred by the contractor's personnel to attend such meetings shall be the responsibility of the contractor.
- 2.8.2 The contractor shall design and implement monthly quality assurance activities to ensure appropriate contract compliance and service quality.
- 2.8.3 Audit Requirements - At any and all times, the contractor must provide the Department and any Department designees, including other state and federal representatives, access to the contractor, the contractor's facilities, any personnel providing services pursuant to the contract, or any other activities of the contractor pursuant to the contract for purposes of audit and evaluation of the services performed.
 - a. The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of a Department audit.
 - b. The contractor must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities, and equipment used in support of the contract.
 - 1) The contractor shall provide read-and-copy access to the Department to all files that are used. Such files shall include, but are not limited to, inventory control files, case management files, procedure files, and any other files related to the contract.
 - 2) The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of operation and case management information, or other data maintained by the contractor, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.
- 2.8.4 The contractor shall understand and agree that if the department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any department facility are unacceptable, the department shall provide written notice which states the deficiencies to the contractor's authorized representative. The department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.
 - a. Evidence of deficiency shall exist and be recognized by the department as unacceptable performance involving the contractor's non-compliance with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree a desired outcome prescribed herein.
 - b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum; an entry into formal meeting minutes;

and/or certified letter (with return receipt request).

AMENDMENT #003	Revised 2.8.4 c
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- c. Upon receipt of the notice of deficiency , the contractor shall have fourteen (14) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the fourteen-day period. In either instance, the contractor shall implement a corrective plan of action and direct a response that includes targeted completion dates, to the department within the fourteen-day period.
- d. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.

2.8.5 The contractor shall agree and understand that all standardized forms used by the contractor that are not official Department forms must be approved (as to content and format) in writing by the Department prior to use.

2.8.6 The contractor shall not use stationery bearing Department letterhead or logo.

2.8.7 The contractor shall stamp all correspondence, forms, documents, notices, and any other material pertinent to offenders as well as material pertinent to the administration of the contract, with the date of receipt by contractor office personnel.

2.8.8 The contractor shall not issue press releases, participate in interviews with media, or engage in any form of public release of information regarding the Department or the contractor's duties pursuant to the contract without the prior, written approval of the Department's Public Information Officer.

2.8.9 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of an audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The contractor shall allow authorized representatives of the Department, other state of Missouri agencies, and the federal government to inspect these records upon request.

2.8.10 The department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The contractor shall submit the name of the auditor to the department Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor.

2.9 General Contractual Requirements

2.9.1 The contract between the department and the contractor shall consist of (1) the Invitation for bid (IFB), any amendments, attachments and/or exhibits thereto and (2) the bid submitted by the contractor in response to the IFB and approved by the department. If there is a conflict in language between the two documents, the requirements set forth and/or referenced in the Invitation for Bid shall govern. The

department reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification shall govern in case of conflict with requirements of the IFB or the contractor's bid. The contractor's bid, when accepted by the department, is binding on the contractor without further clarification.

2.9.2 Contract Period: The original contract period shall be as stated in the Invitation for bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Missouri Department of Corrections, pursuant to the Special Delegation of Authority issued by the Office of Administration, Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract, or any portion thereof for three (3) additional one year periods, or any portion thereof, through amendment. In the event such a right is exercised, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period stipulated in any amendment.

2.9.3 Renewal Periods - If the option for renewal is exercised by the Department of Corrections, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

The Department of Corrections does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offeror to request renewal of the contract at a price less than the maximum price stated.

2.9.4 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required. The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.

2.9.5 Termination: The Missouri Department of Corrections reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least sixty (60) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- a. The department may withdraw any or all of its offenders before the end of the sixty (60) day period.
- b. Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the contractor at the address on the signature page of the contract or at an address the contractor may have requested in writing.
- c. Additionally, upon expiration, termination, or cancellation of the contract, the contractor shall assist the department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms

of the contract to an organization designated by the department. The contractor shall provide and/or perform any or all of the following responsibilities:

1. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to the department and/or to the department's designee within thirty (30) days after receipt of the written request.
2. The contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
3. The contractor shall discontinue providing service under the terms of the contract, on the date specified by the department, in order to insure the completion of such service prior to the expiration of the contract.

2.9.6 **Contractor Liability:** The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.9.7 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the terms of the contract.

- a. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its offenders, and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services. The limits of liability for all types of coverage shall not be less than \$2,000,000.00 per occurrence.

- b. The contractor shall provide written evidence of the insurance to the department. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the department must be notified immediately.

2.9.8 **Incidental Beneficiary:** The contract is not intended to create any rights, liberty interest, or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in the contract shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under the contract shall be deemed an incidental beneficiary only.

2.9.9 **Assignment:** The contractor shall agree and understand that, in the event the Missouri Department of Corrections consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

2.9.10 **Financial Requirements:** The contractor understands that the State of Missouri is not obligated for any payments under the terms of this agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The contract shall automatically terminate without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the department's right to pursue alternate contracts as may be necessary. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for the contract shall be determined solely by the department and such determination shall be final and without recourse by the contractor.

- a. Moneys received from the department under the contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.

2.9.11 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 2.9.12 **Conflict of Interest:** In accordance with the Revised Statutes of the State of Missouri, no official or employee of the department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.
- a. In accordance with state and federal laws and regulations, state executive order or regulations and policies of the department, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
 - b. It is agreed that no Missouri state employee shall help the contractor obtain the contract or participate in the performance of the contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of the contract written approval shall be obtained from the director of the department.
 - c. A state employee shall not be compensated under the contract for duties performed in the course of his/her state employment. A state employee shall not use state facilities or materials for personal gain relating to the performance of the contract.
- 2.9.13 **Coordination:** The contractor shall fully coordinate all contract activities with those activities of the department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the department or the Missouri Department of Corrections, Contract Coordination and Management Unit throughout the effective period of the contract.
- 2.9.14 **Property of State:** All reports, documentation, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the department.
- a. The contractor shall not use the name, logo, or other identifying marks of the State of Missouri or the department on any materials produced or issued, without the prior written approval of the department.
- 2.9.15 **Substitution of Personnel:** The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the department. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

- a. Department approved staffing ratios and/or patterns are essential for providing the services identified. The contractor shall maintain all department approved staff ratios, hours of services and/or patterns of staffing prescribed herein. The contractor shall maintain time, salary or hourly pay rate data and personnel records as specified by the department.

2.9.16 **Transition:** Upon award of the contract, the contractor shall work with the department and any other organizations designated by the department to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the department.

2.9.17 **Subcontractors:** Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.

2.9.18 **Liquidated Damages:** The contractor shall agree and understand that the provision of the staffing at levels proposed and accepted is considered critical to the efficient operations of the department. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with required staffing levels, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. When the contractor fails to provide qualified staff for the professional positions, and responsibilities listed in their bid, and at the level agreed upon, such position(s) shall be considered vacant. In the event that the vacancy continues for a period of longer than 59 days, the contractor agrees to pay the Department liquidated damages for each 24-hour period that the position was vacant, beginning on day one of the vacancy.
- b. Liquidated damages may be assessed 45 days after the vacancy occurs if the contractor has not documented and provided sufficient evidence to the Assistant Director, DORS, Substance Abuse Services, of a good faith effort to fill the position.
- c. The contractor shall be assessed liquidated damages in an amount calculated as follows:
 - 1) The amount of the liquidated damages for each twenty-four (24) hour period will be calculated by using the annual salary included in Exhibit G at the time of bid submission for the vacant position divided by 365 multiplied by 1.5.
- d. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the

contract or paid by the contractor as direct payment to the department at the sole discretion of the department.

- e. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- f. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

PART THREE

OFFEROR REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION

- - - - Read All Of This Part Of The IFB And Complete All Related Exhibits - - - -

3.1 Goals for Participation: The Department of Corrections strongly encourages the use of MBE/WBE.

3.1.1 MBE/WBE utilization can be met by the offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

3.1.2 Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the bid is submitted.

3.2 Definition -- Qualified MBE/WBE:

3.2.1 MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

3.2.2 Minority is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.

3.2.3 In order to be considered a **qualified** MBE or WBE for purposes of this IFB, the MBE/WBE **must be certified** by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).

3.3 Offerors Qualifying as MBE/WBE:

3.3.1 MBE/WBEs submitting bids can meet the MBE or WBE participation goals by completing the Documentation of MBE/WBE Participation exhibit and verifying their certification by the OSWD as an MBE or WBE. Note: Portions of the contract that will be performed by businesses, which are not Missouri certified MBEs or WBEs, will not be considered as MBE/WBE participation.

3.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities:

3.4.1 This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the IFB. Offerors can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all-inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.

- | | |
|--|-------------------------------|
| ◆ Office Products Suppliers | ◆ Mental Health Care Services |
| ◆ Other Substance Abuse & Treatment Service Products | ◆ Counseling Services |
| ◆ Medical and/or Office Equipment Providers | ◆ Accounting/Payroll Services |
| ◆ Professional Recruitment Services | ◆ Staff Training |

3.5 Resources:

- 3.5.1 A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at <http://www.oa.mo.gov/oswd/index.htm>. or by contacting the Office of Supplier and Workforce Diversity at:

Office of Administration
Office of Supplier and Workforce Diversity
P.O. Box 809
Jefferson City, MO 65102
Phone: (573) 751-8130
Fax: (573) 522-8078

3.6 Participation Commitment:

- 3.6.1 If proposing the utilization of MBE and WBE, the offeror must complete the Participation Commitment exhibit identifying each proposed MBE and WBE, which is located in the Exhibit section of this IFB.

- 3.7 Documentation of MBE/WBE Participation:** The offeror must insure that each MBE and WBE listed in the Participation Commitment exhibit completes a Documentation of MBE/WBE Participation exhibit, which is located in the Exhibit section of this IFB.

- 3.7.1 Each completed Documentation of MBE/WBE Participation exhibit must be submitted by the offeror with the bid.
- 3.7.2 The percentage level of MBE/WBE participation committed to by the offeror in the Participation Commitment exhibit and verified in the Documentation of MBE/WBE Participation exhibit shall be considered by the Department in the evaluation process.

PART FOUR

BID SUBMISSION INFORMATION

4.1 SUBMISSION OF BIDS

- 4.1.1 Bids shall be signed, and returned (with all necessary attachments) to the department by the bid receipt date and time specified on Page 1.
- a. Specifically, any form containing a signature line such as on Page one of the original IFB and any amendments, pricing pages, etc., shall be manually signed and returned as part of the bid.
 - b. In addition to the original bid, the offeror should include four (4) copies of the bid.
- 4.1.2 To facilitate the evaluation process, the offeror is encouraged to organize the bid into distinctive sections with dividers that correspond with the individual evaluation categories described herein.
- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. Page 1 from the original IFB, all amendments and the price page should be placed at the beginning of the offeror's bid.

4.2 Clarification Requirements

- 4.2.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc., shall be directed to the contact person as indicated on the front page of the IFB.
- 4.2.2 Offeror's are cautioned not to contact any other employee of the department concerning this procurement during the competitive procurement and evaluation processes. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
- 4.2.3 The offeror is advised that the only official position of the department is that position which is stated in writing and issued as an Invitation for Bid and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

4.3 Applicable to State Agencies and Political Subdivisions Only

- 4.3.1 In the event the offeror is a governmental department or political subdivision which is prohibited by law or court decision from complying with certain provisions of this document, then such an offeror may submit a bid containing a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the department and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order. However, such an offeror should include in the bid a complete list of all known statutory references and citations for each provision of this document, which is affected by this paragraph and specified in the bid.

- 4.3.1.1 Since state agencies are appropriated money by the general assembly, since many department records are a matter of public record, and since state agencies operate in accordance with state laws, state agencies may not be required to comply with the following: (A) Renewal provisions, (B) Independent Contractor provisions, and (C) Certain Invoicing and Payment Requirements.

4.4 Evaluation Process

- 4.4.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the comparative assessment of the relative benefits and deficiencies of the bid in relationship to the published evaluation criteria will be made by using subjective judgment. The award of a contract resulting from this Invitation for Bid will be based on the best bid received in accordance with the evaluation criteria stated below:

- | | | |
|----|--------------------------------|-----|
| a. | Experience and Reliability | 15% |
| b. | Expertise of Personnel | 20% |
| c. | Proposed Method of Performance | 25% |
| d. | Cost | 40% |

- 4.4.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the department, to clarify or verify the offeror's bid and to develop a comprehensive assessment of the bid.

- 4.4.3 The department reserves the right to consider historic information and fact, whether gained from the offeror's bid, question and answer conferences, references, or any other source, in the evaluation process.

- 4.4.4 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the department is under no obligation to solicit such information if it is not included with the offeror's bid. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's bid.

4.5 Contract Award

- 4.5.1 Any award of a contract resulting from the IFB will be made only by written authorization from the department.

- 4.5.2 The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the department, the contractor's ability to meet those needs and the availability of the department funds.

4.6 Offeror's Experience Reliability

- 4.6.1 Experience and reliability of the offeror's organization is considered in the evaluation process. Therefore, the offeror should submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of the IFB. The offeror shall also complete and submit Exhibit A, Company Information and Exhibit B, Prior Experience of

Offeror.

4.7 Expertise of Offeror's Personnel

- 4.7.1 The qualifications of the personnel proposed by the offeror to perform the requirements of the IFB will be considered in the evaluation. Therefore, the offeror should submit information related to the experience and qualifications of the staff proposed. The offeror shall also complete and submit Exhibit C, Personnel Expertise Summary, Exhibit G, Employee Expense Charged to Contract and Exhibit H Personnel Control Listing.

4.8 Proposed Method of Performance

- 4.8.1 Bids will be evaluated based on the offeror's distinctive plan for performing the requirements of the IFB. Since the evaluators have already read the Scope of Work as described in the IFB, the offeror is encouraged not to repeat the exact IFB Language, or to present a paraphrased version, as an original idea.
- 4.8.2 The offeror shall present a written narrative, which demonstrates the method in which the offeror proposes to satisfy the requirements of the Scope of Work. The language of the narrative must be straightforward and limited to facts, solutions to problems, and plans of proposed action.
- 4.8.2.1 The offeror is advised that consistency with the certification guidelines as appropriate is an area of primary concern. Therefore, the offeror shall address how the agency will meet those guidelines.
- 4.8.3 The manner in which the proposed method of performance is written is left to the discretion of the offeror. However, the following method is recommended:
- 4.8.3.1 On plain white paper, identify specific paragraph(s), sub-paragraph(s), and page number(s) of the Scope of Work (see Part 2) that is item for discussion. Immediately below these numbers, write a description of how, when, by whom, to what degree, etc., the requirements will be satisfied.
- 4.8.4 The offeror shall provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the program supervisor to counseling to support personnel shall be clearly illustrated.
- 4.8.5 In preparing the proposed method of performance, the offeror shall describe their philosophy for addressing the needs of substance abusing offenders.
- 4.8.6 The offeror shall also demonstrate their approach to integrating substance abuse services and collaborating with Department of Corrections Transitional Housing Unit staff.
- 4.8.7 The offeror shall distinguish between group counseling and group education in the program curricula. The expectation of the department is that topics outlined within the scope of work dealing with substance abuse and relapse education shall be designated and/or highlighted within the text of all program schedules.
- 4.8.8 The offeror shall specify how they will address Relapse Prevention for substance abuse and criminality.
- 4.8.9 The offeror shall declare the stage of change approach that it will incorporate into its

program design and identify which stage of recovery is being addressed in its program curricula materials.

4.8.10 The offeror shall describe their plan to employ a diverse staff, which reflects the ethnicity and cultural diversity of the target population.

4.8.11 Since a portion of the funding for the contract will be federal, the offeror shall complete and submit Exhibit D, Certifications Regarding Lobbying; Debarment, Suspension, And Other Responsibility Matters; and Drug-Free Workplace Requirements."

4.8.12 If the offeror is proposing MBE/WBE participation, the contractor shall complete and submit Exhibit E, MBE/WBE Participation Commitment Table and Exhibit F, Documentation of MBE/WBE Participation.

4.9 Pricing

4.9.1 The offeror herein warrants that the individual prices offered for all services outlined do not exceed current fees charged to the general public for equal of similar services available within the community.

4.9.2 No cost attributed to another contract (including those with the department) shall be chargeable under a contract resulting from the IFB, nor shall such costs be utilized in the determination of the offeror's firm, fixed rates.

AMENDMENT #001	Revised 4.9.3
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4.9.3 Evaluation and award of cost points shall be based solely on the firm fixed daily per diem rate for the original contract period plus all renewal options.

4.9.4 The offeror **must** submit the Pricing Page.

AMENDMENT #001 Revised 5. Price Page

**5.
PRICE PAGE
SDA411-049**

The offeror shall provide a firm fixed per diem, per offender price in the table below for the original contract period and maximum price for each potential renewal period for providing all services in accordance with the provisions and requirements of the IFB. All costs associated with providing the required services shall be included in the stated price(s).

Original Contract Period Contract Award-June 30, 2007	Per diem, per offender
Transitional Housing Unit Substance Abuse and Programming Services	\$

First Renewal Period July 1, 2007-June 30, 2008	Maximum Per diem, per offender
Transitional Housing Unit Substance Abuse and Programming Services	\$

Second Renewal Period July 1, 2008-June 30, 2009	Maximum Per diem, per offender
Transitional Housing Unit Substance Abuse and Programming Services	\$

Third Renewal Period July 1, 2009-June 30, 2010	Maximum Per diem, per offender
Transitional Housing Unit Substance Abuse and Programming Services	\$

Employee Bidding/Conflict of Interest - Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

PRICE PAGE continued
SDA411-049

The offeror must state the number of days required before the services described herein could be provided:

_____ days after effective date of contract award.

In accordance with Executive Order 04-09, the offeror is required to provide certification of the location where the contracted services are to be performed and whether the vendor contemplates any of the work necessary to provide the contracted services being performed offshore.

The bidder shall certify by completing the questions below:

Will any work related to the contract be performed offshore? ___ Yes ___ No

If answer to above is "yes," describe work and indicate location: (attach extra page if necessary)

Indicate if the offeror is a For Profit or Nonprofit Entity:

_____ For Profit

_____ Nonprofit

By signature below, the offeror certifies that all information provided herein is true and accurate. Also, the firm, fixed price above is hereby agreed to in accordance with the terms and conditions of IFB SDA 411-049

Authorized Signature _____ Date _____

EXHIBIT A

COMPANY INFORMATION

The offeror should complete the following with information about the offeror's organization and should provide information that documents and verifies the number of years stated in each blank, as appropriate:

<u>Information</u>	<u>Dates</u>	<u>Explanation and Detailed Support Verifying Dates</u> (ie: contract/client name, etc)
<u>Total number of years in business</u>	<u>Beginning Date:</u> _____	
<u>Total number of years operating in substance abuse services</u>	<u>Beginning Date:</u> _____	
<u>Total number of years working with state government and targeted population</u>	<u>Beginning Date:</u> _____	

The offeror should provide the following information about client history:

<u>Information</u>	<u>Numbers</u>	<u>Explanation and Detailed Support</u>
<u>Total number of current clients performing services</u>	<u>Total Number</u> _____	
<u>Largest Current Client</u>	<u>Dollar Size</u> _____	

<u>Information</u>	<u>Explanation and Detailed Support</u>
<u>Organizational history- including ownership structure, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc.</u>	
<u>Documentation of Financial Solvency – (may submit most recent year audited financial statements or any other information provided such information may be made public). If the offeror is a subsidiary, provide this information for the parent company. All information provided will be made public.</u>	
<u>Describe the structure of the organization including any board of directors, partners, top departmental management, etc</u>	

EXHIBIT B

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror's total amount of business)	
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person
(recommended but not required)

Date of Signature

EXHIBIT C

EXPERTISE OF PERSONNEL

(copy and complete this table for each key person assigned to the project)

Title of Position: _____	
Name of Person:	
Position Description for this Project:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s):	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Previous employer(s), positions, dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Substance abuse services	
✓ Re-entry Services	
✓ Working with Offenders	
Describe the person's planned duties/role proposed herein:	

EXHIBIT D

SUBMISSION IS MANDATORY

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Name and Title of Authorized Representative

Signature

Date

EXHIBIT D Continued
SUBMISSION IS MANDATORY

Instructions for Certification

1. By signing and submitting this bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
SUBMISSION IS OPTIONAL
MBE/WBE PARTICIPATION COMMITMENT TABLE

The offeror must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract.

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide.

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE:		Total WBE:	

NOTE: In order to be a **qualified** MBE or WBE for purposes of this IFB, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).

EXHIBIT F
SUBMISSION IS OPTIONAL

DOCUMENTATION OF MBE/WBE PARTICIPATION

The offeror must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE included in this bid must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this exhibit. These completed documentation of MBE/WBE participation exhibits must be submitted with the offeror's bid.

Indicate appropriate certification classification(s): _____ MBE _____ WBE

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide an estimate of the total dollar value and the percentage dollar value in relation to the total dollar value of the contract of the products/services you are providing for the contract.

\$ _____ %

Provide or attach an explanation of the assumptions used in the development of the above estimates.

Each MBE/WBE must provide their State of Missouri, Office of Supplier and Workforce Diversity certification number below.

By signing below, the undersigned hereby affirms that he/she or the company has obtained certification from the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity.

Name of MBE/WBE Owner: _____

MBE/WBE Certification Number: _____ FEIN/SSN: _____

Signature of MBE/WBE Owner: _____ Date: _____

Signature of Offeror: _____

EXHIBIT G

EMPLOYEE EXPENSE CHARGED TO CONTRACT

Complete the following table for each and every employee AND administrative person whose time will be chargeable to the contract, if awarded.

[illegible]

EXHIBIT H

PERSONNEL CONTROL LISTING

Contractor Name_____

Location_____

Date_____
(MONTH, DAY, YEAR)

Staff Name	Position	Location	Hours/ Week	Certification Number	License Number	ADA/QSAC Yes/No	Degree/Field of Study	Date Employed

Signature_____

Date_____

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means Missouri Department of Corrections.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Contact Person** means the staff member identified on Page 1 of the Invitation for Bid that is responsible for coordinating the procurement.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person or organization who is a successful offeror as a result of an IFB and who enters into a contract.
- h. **Exhibit** applies to forms that are included with an IFB for the offeror to complete and submit with the sealed bid prior to the specified opening date and time.
- i. **Invitation for Bid (IFB)** means the solicitation document issued by the state agency to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- l. **Offeror** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the offeror with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature that govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing procurement.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state agency.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION / INVITATION FOR BID DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the state agency if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from offerors regarding specifications, requirements, competitive bid process, etc., must be directed to the state agency contact person, unless the IFB specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all offerors will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Offerors are cautioned that the only official position of the state agency is that which is issued by the state agency in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The state agency in concert with the Office of Administration, Division of Purchasing and Materials Management monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The state agency reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Offerors **must** examine the entire IFB carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand that meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such offeror may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the state agency in concert with the Office of Administration, Division of Purchasing and Materials Management and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such offeror needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids must be delivered to the Department of Corrections, Contract Coordination and Management Unit, 2729 Plaza Drive, Jefferson City, Missouri 65109-1146. Bids must be sealed in an envelope or container, and received no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted and signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the IFB, and (3) be priced as required. However, it shall be the responsibility of the offeror to ensure their bid is in the Contract Coordination and Management Unit's (CCMU) office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid that has been delivered to the CCMU office may be modified by signed, written notice that has been received by the CCMU prior to the official opening date and time specified. A bid may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid that has been delivered to the CCMU office may only be withdrawn by a signed, written notice or facsimile which has been received by the CCMU prior to the official opening date and time specified. A bid may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Offerors must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document.
- b. Bids that are not received in the CCMU office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected before contract award. Upon discovering an apparent clerical error, the state agency shall contact the offeror and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the state agency to be in the best interest of the State of Missouri.

- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the state agency. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the state agency.
- d. Awards shall be made to the offeror whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the offeror, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an IFB, the state agency reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the state agency reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The state agency reserves the right to reject any and all bids.
- g. When evaluating a bid, the state agency reserves the right to consider relevant information and fact, whether gained from a bid, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the state agency to the successful offeror. The state agency reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by state agency based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the state agency.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The state agency posts all bid results on their website and maintains all bid file material for review in the CCMU office. Offerors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The state agency reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any award protest must be received within ten (10) calendar days after the date of award.
- n. The final determination of contract award(s) shall be made by the state agency.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the state agency's acceptance of the bid by "notice of award".
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the state agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The state agency does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the contract number and/or the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state agency.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The state agency assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state agency's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the state agency shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the state agency pursuant to the contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The state agency reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The state agency's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state agency may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state agency, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state agency's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the state agency of any existing or future right and/or remedy available by law in the event of any claim by the state agency of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the state agency and State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the state agency.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state agency may cancel the contract. At its sole discretion, the state agency may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state agency, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately.
- c. If the state agency cancels the contract for breach, the state agency reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state agency deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state agency for any period in which funds have not been appropriated, and the state agency shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state agency immediately.
- b. Upon learning of any such actions, the state agency reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the state agency, the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;

- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state agency shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Office of Administration, Division of Purchasing and Materials Management until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The state agency shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 2/15/05

ATTACHMENT 1

MISSOURI RE-ENTRY PROCESS

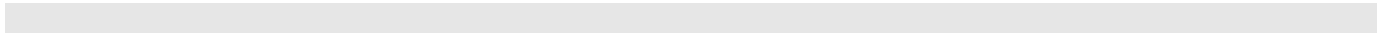
The Missouri Re-Entry Process (MRP) is designed to assist the offender with planning for future release from incarceration and successful community integration. Department of Corrections staff collaborates with other State Agencies, service providers and individual offenders to develop and implement a plan to assist the offender in his or her transition from prison to the community and enhance offender preparation for successful re-integration in to the community.

The MRP consists of three phases:

Diagnostic/Institutional Phase – Begins the day an offender is received in the Division of Adult Institutions and continues until the offender is six months or less from release. This phase includes risk assessments, establishing classification, making institutional assignments, arranging for programming and treatment and parole decisions. During this phase the offender's case management team will assist the offender in identifying their assets and liabilities, review assessments, and develop a transitional accountability plan (TAP) to address the offender's needs and assist in achieving success.

Transition Phase – Begins at 6 months or less prior to release into the community. The offender may be transferred to a Transitional Housing Unit. The phase focuses on preparation for successful re-entry to the community, identifying offender needs and establishing continuity of care with community based resources to provide the offender assistance in the transition. Transitional Services may include items listed on attachment #3.

Community Phase – This phase begins the day an offender is placed on supervision in the community. Although this is the last phase for an offender being released from incarceration, it is the first phase for an offender placed on probation. This phase encompasses probation and parole supervision, conducting assessments, establishing community support services based upon individual needs and achieving successful discharge from supervision.



AMENDMENT #003 Revised Attachment #2

ATTACHMENT #2

TRANSITIONAL HOUSING UNITS

ALGOA CORRECTIONAL CENTER (ACC) – ACC currently has two housing units dedicated to the Transitional Housing Unit Program. Unit #1 provides 101 beds while Unit #2 provides 117 beds. The Department's current staffing patterns consist of: 1 Functional Unit Manager, 2 Caseworkers, 1 Institutional Activities Coordinator, 1 Correctional Classification Assistant, 1 Clerical Support, 1 Life Skills Instructor, 1 Institutional Probation and Parole Officer, 1 Corrections Custody Supervisor, and 1 Correctional Officer assigned to each housing unit per shift for 24 hour coverage.

BOONVILLE CORRECTIONAL CENTER (BCC) – At BCC Housing Unit #5 is dedicated to the Transitional Housing Unit Program and houses 200 offenders who are at least 6 months from their release date. Due to scope of Missouri Re-Entry Program efforts, a decision has been made to expand the program at BCC to include an additional housing unit. The Department's current staffing patterns consist of: 1 Functional Unit Manager, 1 Clerical Support, 1 Correctional Caseworker, 2 Correctional Classification Assistants, 1 Institutional Activities Coordinator, 2 Correctional Officer II's and 6 Correctional Officer I's.

TIPTON CORRECTIONAL CENTER (TCC) – TCC will dedicate two housing units to the Transitional Housing Unit Program. Housing Units #17 and #18 each hold 100 beds for a total of 200. TCC anticipates a July 1 start up date for their program. The Department's current staffing patterns consist of: 1 Functional Unit Manager, 2 Caseworkers, 2 Correctional Classification Assistants, 1 Institutional Activities Coordinator, 1 Clerical Support, 1 Life Skills Instructor, 1 Institutional Probation and Parole Officer, 1 Correctional Officer II, and 9 Correctional Officers.

ATTACHMENT #3

TRANSITIONAL SERVICES

Anger Management	Provides offenders with constructive ways to express and control their anger.
Birth Certificates	Assists offenders with the application to request a copy of their birth certificate from the vital statistics office in the state where they were born. There is a charge for each copy, which may vary from state to state.
Building Strong Families	Assists offenders in learning how to create and maintain a strong family group.
Computer Skills Training	Provides a basic introduction to using a personal computer and operating software programs.
Community Connections	Assists offenders in finding resources specific to the area they are releasing to. Resources are available to assist with housing, transportation, food, temporary financial aid, legal assistance, educational support services, health care, employment, counseling, spiritual enrichment, substance abuse treatment and much more.
Driver's License	Staff can provide a Missouri Driver's License booklet for offender to study for a licensing test. They will also assist in finding out the state of an offender's license and if fines or stipulations must be met before a license can be issued.
Employment Life Skills	This class covers Career Exploration, Job Application Protocol, Resumes and Cover Letters, Interviewing techniques, Job Retention, Parenting Styles, and Money Matters.
Great Hires	Great Hires is the official Workforce Resource website for the State of Missouri. An offender's employment information can be entered on this website which contains various job openings. Staff will assist the offender in setting up an appointment with the career center in the geographical area of the offender's home plan and immediately upon receipt of information Career Center staff can begin processing the offender's employment information.
Higher Education	Staff can assist offenders in getting information regarding community colleges or universities, as well as financial aid to attend school.
Housing	Staff can assist offenders in finding an acceptable home plan if they are unable to secure one on their own.
Impact of Crime On Victims Class	This is a ten week program that reviews the impact crime has on the victims. Offenders are presented with the victim's perspective and the harm that criminal behavior can cause.

ATTACHMENT #3 (CONTINUED)

TRANSITIONAL SERVICES

Interviewing Essentials	This teaches offenders how to give a successful interview and the opportunity to participate in recorded mock interviews. Offenders are then able to watch the recorded video and critique how well they performed.
Long Distance Dads	A twelve week class that discusses good parenting skills and instructs offender's on discipline, reintegration back into the family, communication, setting boundaries and other areas related to family.
Parent's Fair Share	Staff can assist offenders with getting in contact with Parent's Fair Share. Parent's Fair Share includes assistance with child support and custody issues.
Pathways to Change	A 12 week course that provides the offender with understanding of who he is, his decision making processes, and how to change and accept them.
R.A.I.N	RAIN provides HIV/AIDS prevention education and compassionate care to individuals and families.
Social Security Card	Applications are available for offenders who have misplaced their social security cards. Information pamphlets explaining the purpose of a social security card and related benefits are also available to offenders.
State ID Card	DOC staff can assist offenders with obtaining a Missouri Non-Driver ID card.
Substance Abuse	Offenders who are screened and referred by DOC staff, per standard operating procedure established by DORS and the site superintendent may receive assessments and individualized program planning for substance abuse services. Services may be provided in the institution as well as establishing referrals and/or appointments for services in the community following release from prison.
Veteran's Affairs	Staff can assist offenders who have served in the military and received an honorable discharge with information regarding possible benefits and services from several organizations.

AMENDMENT #003 Added Attachment #4

Attachment 4 – Personal Computer Specifications

The contractor is advised this is for reference purposes only and are not required to purchase from any specific vendor or manufacturer.

Vendor: World Wide Technology
127 Weldon Parkway
St. Louis, MO 63043-3101

Contract #: C203005001
Vendor #: 43191289501

Business User B, Desktop – GX620 Model (Bulkbuy Pricing)

<u>Part #</u>	<u>Vendor</u>	<u>Description</u>	<u>Price</u>
Quote #	DELL	GX620 Desktop P4-2.8G 40GB 512MB CD-ROM ENET XP Professional with current SP Integrated Sound	\$522.00
320-1582	DELL	17" CRT Monitor (OPTIONAL)	\$100.00
320-3857	DELL	19" CRT Monitor (OPTIONAL)	\$148.00
320-4420	DELL	15" LCD Flat-Panel Monitor – Not Height Adjustable (OPTIONAL)	\$169.00
320-3903	DELL	15" LCD Flat-Panel Monitor – Height Adjustable (OPTIONAL)	\$189.00
320-4422	DELL	17" LCD Flat-Panel Monitor – Not Height Adjustable (OPTIONAL)	\$196.00
320-4271	DELL	17" LCD Flat-Panel Monitor – Height Adjustable (OPTIONAL)	\$220.00
320-4425	DELL	19" LCD Flat-Panel Monitor – Not Height Adjustable (OPTIONAL)	\$236.00
320-4109	DELL	19" LCD Flat-Panel Monitor – Height Adjustable (OPTIONAL)	\$271.00
311-5066	DELL	512MB Additional Memory (OPTIONAL)	\$70.00
341-2266	DELL	1.44MB 3.5" Floppy Drive (OPTIONAL)	\$10.00
313-3332	DELL	Upgrade Optical Drive to CD-RW (OPTIONAL)	\$20.00
313-3337	DELL	Upgrade Optical Drive to DVD/CD-RW (OPTIONAL)	\$30.00
313-3340	DELL	Upgrade Optical Drive to DVD-RW/CD-RW (OPTIONAL)	\$40.00
341-2283	DELL	Upgrade to 80GB Hard Drive (OPTIONAL)	\$25.00
221-8684	DELL	Upgrade to Small Form Factor Chassis** (OPTIONAL)	\$20.00
221-8985	DELL	Upgrade to Tower Form Chassis (OPTIONAL)	\$10.00
313-3321	DELL	Stereo Speakers (OPTIONAL)	\$12.00

*** The small form chassis can only utilize ONE optical drive.*

Software Licenses

<u>Part #</u>	<u>Vendor</u>	<u>Description</u>	<u>Price</u>
A4100222	MICROSOFT	SMS Client Access License & SA (3 yrs)	\$42.49
26906826	MICROSOFT	Office Pro 2003 Win32 Client Access License	\$316.42
38101603	MICROSOFT	Exchange 2000 Client Access License & SA (3 yrs)	\$69.62
R1800129	MICROSOFT	Windows CAL 2000 Client Access License & SA (3 yrs)	\$30.09
D5CTSLL-J	IBM	Lotus SmartSuite v9.8.1 (OPTIONAL)	\$233.87

Images

<u>Part #</u>	<u>Description</u>
Quote #: 292287378	Image #1 (B2Q701) includes the base DOC image plus Office Pro 2003.
Quote #: 292309716	Image #2 (B2Q702) includes the base DOC image plus Office Pro 2000.
Quote #: 292309985	Image #3 (B2Q703) includes the base DOC image with no Office product.

****Please note on the PO which image Dell should install for each PC by the appropriate Quote #.**

Installation Services (OPTIONAL)

<u>Part #</u>	<u>Vendor</u>	<u>Description</u>	<u>Price</u>
Install-PC	Ultreya	Install PC on site	\$95/\$55*

*Ultreya charges \$95 for the first PC installed on a call, and \$55 for each additional PC installed on that same call.